



Case No. AVA-431.0 US, AVA-432.0 US, AVA-432.0 US-1, AVA-432.1 US, and AVA-432.1 US-1

Serial No. 08/785,997 filed January 21, 1997, 08/788,882 filed January 21, 1997, 09/387,340 filed August 31, 1999, 08/934,367 filed September 19, 1997, and 09/386,591 filed August 31, 1999

~~MAR 18 2003~~

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Applicants: Needleman et al.

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*filed via First Class Mail on March 13, 2003*

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Needleman et al.

Serial No.: 09/387,340

Filed: August 31, 1999

Entitled: AN IMMUNOLOGICAL PROCESS AND  
CONSTRUCTS FOR INCREASING THE HDL  
CHOLESTEROL CONCENTRATION

Atty. Docket No.: AVA-432.0 US-1

Group Art Unit: 1642

Examiner: M. Davis

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Commissioner for Patents  
Washington, DC 20231

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**REVOCATION AND NEW POWER OF ATTORNEY  
CHANGE OF CORRESPONDENCE ADDRESS**

Sir:

The undersigned, as an officer empowered to execute such documents on behalf of the Assignee of the entire interest in and to the above-identified patent application by virtue of an Assignment recorded at Reel 013448 and Frame 0646, hereby revokes all prior powers of attorney and appoints: Leon R. Yankwich, Reg. No. 30,237 as its attorney, with full power of substitution and revocation to prosecute this application on its behalf and to transact all business before the Patent and Trademark Office in connection therewith.

All future correspondence relating to this application should be directed to:

Leon R. Yankwich, Esq.  
YANKWICH & ASSOCIATES  
201 Broadway  
Cambridge, MA 02139

Telephone calls should be directed to Leon R. Yankwich at (617) 374-3700; telecopier communications should be directed to Leon R. Yankwich at (617) 374-0055.

Respectfully submitted,

3/12/03

date

Una S. Ryan

Una S. Ryan, Ph.D.  
President and CEO  
AVANT Immunotherapeutics, Inc.



MARCH 03, 2003

PTAS

YANKWICH & ASSOCIATES  
LEON R. YANKWICH  
201 BROADWAY  
CAMBRIDGE, MA 02139

UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
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RECORDATION DATE: 02/27/2003

REEL/FRAME: 013448/0646  
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

## ASSIGNOR:

PHARMACIA CORPORATION

DOC DATE: 02/19/2003

## ASSIGNEE:

AVANT IMMUNOTHERAPEUTICS, INC.  
119 FOURTH AVE.  
NEEDHAM, MASSACHUSETTS 02494-2725

SERIAL NUMBER: 08785997 AVA-431.0 US  
PATENT NUMBER: FILING DATE: 01/21/1997  
ISSUE DATE:

SERIAL NUMBER: 09386591 AVA-432.1 US-1  
PATENT NUMBER: FILING DATE: 08/31/1999  
ISSUE DATE:

SERIAL NUMBER: 09387340 AVA-432.0 US-1  
PATENT NUMBER: FILING DATE: 08/31/1999  
ISSUE DATE:

SERIAL NUMBER: 08934367 AVA-432.1 US  
PATENT NUMBER: FILING DATE: 09/19/1997  
ISSUE DATE:

013448/0646 PAGE 2

STEVEN POST, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

FORM PTO-1595 (modified)

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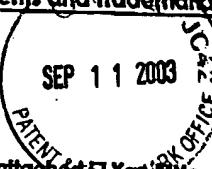
US DEPARTMENT OF COMMERCE  
Patent and Trademark Office

# PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(-ies):

Pharmacia Corporation



2. Name and address of receiving party(-ies):

Name: Ayant Immunotherapeutics, Inc.

Internal Address: \_\_\_\_\_

Street Address: 119 Fourth Avenue

City: Needham State: Mass. ZIP: 02494-2725

Country: USA

Additional name(s) & address(-es) attached?  Yes  No

Execution Date: February 19, 2003

4. Application number(s) or patent numbers:

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

US 08/785,997 filed January 21, 1997, US 09/386,591 filed August 31, 1999, US 09/387,340 filed August 31, 1999, and US 08/934,367 filed September 19, 1997

B. Patent No.(s)

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Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning the document should be mailed:

Name: Leon R. Yankwich

Internal Address: Yankwich & Associates

Street Address: 201 Broadway

City: Cambridge State: MA ZIP: 02139

6. Total number of applications and patents involved:  
four (4)

7. Total fee (37 CFR 3.41)....\$ 160.00

Enclosed  
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8. Deposit Account number:

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Leon R. Yankwich

Name of Person Signing

Signature

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## 1. Name of conveying party(ies):

Pharmacia Corporation



## 2. Name and address of receiving party(ies):

Name: Avant Immunotherapeutics, Inc.

Internal Address: \_\_\_\_\_

Street Address: 119 Fourth Avenue

City: Needham State: Mass. ZIP: 02494-2725

Country: USA

Additional name(s) & address(es) attached?  Yes  No

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Name: Leon R. Yankwich

Internal Address: Yankwich &amp; Associates

Street Address: 201 Broadway

City: Cambridge State: MA ZIP: 02139

## B. Patent No.(s)

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Leon R. Yankwich

Name of Person Signing

Signature

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**EXHIBIT A**

**ASSIGNMENT AGREEMENT**

This Assignment Agreement (the "Assignment") is entered into by and between Pharmacia Corporation ("Pharmacia") and AVANT Immunotherapeutics, Inc. ("AVANT") (Pharmacia and AVANT are sometimes collectively referred to as the "Parties"), and shall be effective on the date on which it has been executed by both Parties.

WHEREAS:

1. PHARMACIA owns all right, title, and interest in and to certain intellectual property relating to a CETP vaccine described in (a) U.S. Application Serial No. 08/788,882 filed January 21, 1997, (b) U.S. Application Serial No. 08/785,997 filed January 21, 1997, (c) U.S. Application Serial No. 09/386,591 filed August 31, 1999, (d) U.S. Application Serial No. 09/387,340 filed August 31, 1999, (e) U.S. Application Serial No. 08/934,367 filed September 19, 1997, (f) International (PCT) Application No. PCT/US98/19366, filed September 17, 1998 (publ. No. WO 99/15655) and national phase applications based thereon, and (g) any U.S. or foreign patent applications claiming priority to any of the foregoing patent applications or to which said foregoing applications claim priority (the applications described in (a) through (g) above, and all inventions disclosed therein are hereafter referred to as the "Pharmacia Intellectual Property"); and
2. AVANT desires to acquire and PHARMACIA is willing to assign to AVANT all of PHARMACIA's right, title, and interest in and to the Pharmacia Intellectual Property; all patents that may be granted with respect to the foregoing; all divisionals, continuations, reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of the Pharmacia Intellectual Property.

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt of which is hereby acknowledged,

PHARMACIA hereby sells, assigns, transfers, and sets over to AVANT, its lawful successors and assigns, PHARMACIA's inventions described in (a) U.S. Application Serial No. 08/788,882 filed January 21, 1997, (b) U.S. Application Serial No. 08/785,997 filed January 21, 1997, (c) U.S. Application Serial No. 09/386,591 filed August 31, 1999, (d) U.S. Application Serial No. 09/387,340 filed August 31, 1999, (e) U.S. Application Serial No. 08/934,367 filed September 19, 1997, (f) International (PCT) Application No. PCT/US98/19366, filed September 17, 1998 (publ. No. WO 99/15655) and any national phase applications based thereon, and (g) any U.S. or foreign patent applications

claiming priority to any of the foregoing patent applications or to which said foregoing applications claim priority.

PHARMACIA hereby covenants that it has the full right to convey the interest assigned by this Assignment, and that it has not executed and will not execute any agreement in conflict with this Assignment.

PHARMACIA hereby represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Pharmacia Intellectual Property in order for the transfer and assignment of any of the Pharmacia Intellectual Property under this Assignment to be legally effective.

PHARMACIA hereby represents and warrants that, to the best of its knowledge, upon consummation of this Assignment, AVANT shall have good and marketable title to the Pharmacia Intellectual Property, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.

PHARMACIA hereby agrees that, from time to time hereafter upon AVANT's request, it will take all action and execute all documents necessary to evidence more fully or to perfect the transfer to AVANT of the ownership interest of the Pharmacia Intellectual Property assigned hereby.

PHARMACIA hereby acknowledges that, from the effective date of this Assignment forward, AVANT has succeeded to all of Pharmacia's right, title, interest, and standing (i) to receive all rights and benefits pertaining to the Pharmacia Intellectual Property; (ii) to institute and prosecute all suits and proceedings; (iii) to take all actions that AVANT, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Pharmacia Intellectual Property, whether arising before or after the effective date of this Assignment; (iv) to defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits; and (v) to do all other such acts and things in relation thereto as AVANT, in its sole discretion, deems advisable.

PHARMACIA hereby authorizes and requests the Director of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the invention(s) described or encompassed by the Pharmacia Intellectual Property to AVANT, its successors and assigns, in accordance with the terms of this Agreement;

This Assignment Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, this Assignment Agreement has been executed as a sealed instrument by the Parties.

Assignor:  
PHARMACIA CORPORATION

By: Michael DuBois  
Michael DuBois

Title: Sr. Vice President, Global Licensing

Date: February 19, 2003

Assignee:  
AVANT IMMUNOTHERAPEUTICS, INC.

By: Una S. Ryan  
Dr. Una S. Ryan

Title: President and CEO

Date: February 20<sup>th</sup>, 2003

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